

DEC 13 2004

PATENT

Docket No.: IRDM.037A

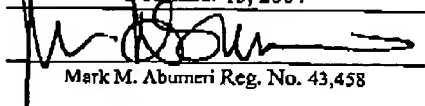
CUSTOMER NO. 20995

Applicant : Mark W. Miles  
U.S. Pat. No. : 6,794,119 (U.S. App. No. 10/074,562)  
Issue Date : September 21, 2004  
Filing Date : February 12, 2002  
For : METHOD FOR FABRICATING A  
STRUCTURE FOR A  
MICROELECTROMECHANICAL  
SYSTEMS (MEMS) DEVICE  
Examiner : Barreca, Nicole M.  
Group Art Unit : 1756

## CERTIFICATE OF FAX TRANSMISSION

I hereby certify that this correspondence and all  
marked attachments are being transmitted via  
facsimile to the USPTO Central Fax No. (703)  
872-9306 on the date shown below:

December 13, 2004

  
Mark M. Abumeri Reg. No. 43,458

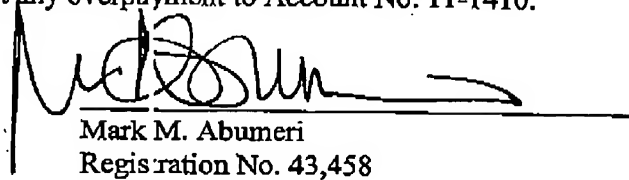
## TRANSMITTAL LETTER

Commissioner for Patents  
PO Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Enclosed for filing please find:

- (X) Establishment of Right of Assignee to Take Action and Revocation and Power of Attorney (2 pages).
- (X) A first assignment executed by Mark W. Miles to Iridigm Display Corporation on February 6, 2002 (2 pages).
- (X) A second assignment executed by Iridigm Display Corporation to IDC, LLC on October 1, 2004 (5 pages).
- (X) The Commissioner is hereby authorized to charge any additional fees which may be required, now or in the future, or credit any overpayment to Account No. 11-1410.

  
Mark M. Abumeri  
Registration No. 43,458  
Attorney of Record  
Customer No. 20,995  
(619) 235-8550

S:\DOCS\MMA\MMA-9304.DOC\vcg\121304

BEST AVAILABLE COPY

IRDM.037A

PATENT

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Mark W. Miles )  
U.S. Pat. No. : 6,794,119 (U.S. App. No. 10/074,552) )  
Issue Date : September 21, 2004 )  
Filed : February 12, 2002 )  
For : METHOD FOR FABRICATING A )  
STRUCTURE FOR A )  
MICROELECTROMECHANICAL )  
SYSTEMS (MEMS) DEVICE )

RECEIVED  
CENTRAL FAX CENTER  
DEC 13 2004

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION  
AND  
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original assignment(s) and/or merger document(s) (hereinafter collectively the "Assignment") of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

U.S. Pat. No. : 6,794,119 (U.S. App. No. 10/074,562)  
Issue Date : September 21, 2004

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040 Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, Customer No. 20,995, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use Customer No. 20,995 for all communications.

IDC, LLC

Dated: November 22, 2004

By: ALFRED P. HILDEBRAND

Name: ALFRED P. HILDEBRAND

Title: PRESIDENT

Address: 2415 Third Street, Suite 235  
San Francisco, CA 94107

S:\DOCS\MMA\MMA-9031.DOC\ves/101204

Attorney's Docket

**ASSIGNMENT****PATENT**No.: 05652P005 (For Execution Prior To Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I  
the undersigned, Mark W. Miles

hereby sell, assign, and transfer to Iridigm Display Corporation  
a corporation of Delaware, having a principal place of business at  
2415 Third Street, Suite 235, San Francisco, CA 94107, ("Assignee"),  
and its successors, assigns, and legal representatives, the entire right, title, and interest for the  
United States and all foreign countries, in and to any and all improvements that are disclosed in  
the application for the United States patent that has been executed by the undersigned prior  
hereto or concurrently herewith on the dates indicated below and is entitled A METHOD  
FOR FABRICATING A STRUCTURE FOR A MICROELECTROMECHANICAL SYSTEMS  
(MEMS) DEVICE

and in and to said application and all divisional applications, continuation applications,  
continued prosecution applications, continuation-in-part applications, substitute applications,  
renewal applications, reissue applications, reexaminations, extensions, and all other patent  
applications that have been or shall be filed in the United States and all foreign countries on  
any of said improvements; and in and to all original patents, reissued patents, reexamination  
certificates, and extensions, that have been or shall be issued in the United States and all  
foreign countries on said improvements; and in and to all rights of priority resulting from the  
filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said  
improvements in its own name; and that, when requested, without charge to, but at the  
expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in  
good faith the intent and purpose of this Assignment, the undersigned will execute all divisional  
applications, continuation applications, continued prosecution applications, continuation-in-part  
applications, substitute applications, renewal applications, reissue applications, reexaminations,  
extensions and all other patent applications on any and all said improvements; execute all  
rightful oaths, assignments, powers of attorney, and other papers; communicate to said  
Assignee, its successors, assigns, and representatives all facts known to the undersigned  
relating to said improvements and the history thereof; and generally assist said Assignee, its  
successors, assigns, or representatives in securing and maintaining proper patent protection  
for said improvements and for vesting title to said improvements, and all applications for  
patents and all patents on said improvements, in said Assignee, its successors, assigns, and  
legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no  
assignment, grant, mortgage, license, or other agreement affecting the rights and property  
herein conveyed has been made to others by the undersigned, and that full right to convey the  
same as herein expressed is possessed by the undersigned.

Each Inventor: Please Sign and Date Below

02/06, 2002 [Signature]  
 Date Name: Mark W. Miles

Each Inventor: Please also list the date that you signed the accompanying DECLARATION AND POWER OF ATTORNEY:

02/06, 2002  
 Date

State of: \_\_\_\_\_ }  
 County of: \_\_\_\_\_ }

Assignment Document Return Address:  
 SS. BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP  
 12400 Wilshire Blvd., Seventh Floor  
 Los Angeles, CA 90025-1026  
 (408) 720-8598

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
 the undersigned Notary Public, personally appeared \_\_\_\_\_  
☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to be the  
 person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument, and acknowledged  
 that \_\_\_\_\_ executed it.  
 WITNESS my hand and official seal.

\_\_\_\_\_  
 Notary's Signature

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") dated October 1, 2004 (the "Effective Date") is made by IRIDIGM DISPLAY CORPORATION, a Delaware corporation (the "Assignor") to IDC, LLC, a Delaware limited liability company (the "Assignee").

## INTRODUCTION

The Assignor has certain ownership interests in the patents and patent applications listed on Exhibit A.

The parties desire to have a recordable instrument assigning from the Assignor to the Assignee all of the Assignor's ownership interests in and to the patents and patent applications listed on Exhibit A and any and all provisionals, continuations, divisions, continuation-in-parts, reissues, reexaminations, extensions, substitutions, and foreign counterparts thereof, including all United States and foreign patents issuing therefrom, and with respect to all European Patent Convention patents and patent applications, including corresponding rights in national patents in any member state in which the European Patent, when granted, is nationalized (all of the foregoing, collectively, the "Patents").

## AGREEMENT

NOW, THEREFORE, in accordance with the obligations to assign the Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

1. The Assignor does and will sell, assign and transfer to Assignee, the Assignor's entire ownership interest in and to each of the Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. The Assignor agrees that, upon request and without further compensation, and at the expense of the Assignor, the Assignor and the Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure an Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world, the Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the

Assignor's behalf and instead of the Assignor to execute such document, all with the same legal force and effect as if executed by the Assignor.

3. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Patents to Assignor, its successors and assigns, as the assignee of the entire interest in such Patents.

IRIDIGM DISPLAY CORPORATION

By: 

Name: JOHN BARRY

Title: CHIEF OPERATING OFFICER

## EXHIBIT A

August 30, 2004

Country	Filed	Serial #	Issued	Patent #	Status
<u>VISIBLE SPECTRUM MODULATOR ARRAYS</u>					
EPC	05/01/1995	95918880.6			NAT PHASE
JAPAN	05/01/1995	7-529030			NAT PHASE
UNITED STATES	05/05/1994	08/238,750	11/10/1998	5,835,255	ISSUED
WIPO	05/01/1995	PCT/US95/05358			ABANDONED
UNITED STATES	04/23/1986	06/855,166			ABANDONED
UNITED STATES	03/04/1988	07/166,744			ABANDONED
UNITED STATES	01/12/1989	07/296,896			ABANDONED
UNITED STATES	03/05/1990	07/489,794			ABANDONED
UNITED STATES	11/18/1991	07/794,819			ABANDONED
UNITED STATES	05/01/1993	08/032,711			ABANDONED
UNITED STATES	02/25/2002	10/082,397			PENDING
<u>INTERFEROMETRIC MODULATION</u>					
JAPAN	11/06/1996	09-518276			PENDING
UNITED STATES	07/31/1996	08/688,710	03/21/2000	6,040,937	ISSUED
UNITED STATES	01/27/1999	09/238,340	04/25/2000	6,055,090	ISSUED
UNITED STATES	11/16/1995	08/554,630			ABANDONED
<u>INTERFEROMETRIC MODULATION OF RADIATION</u>					
UNITED STATES	12/19/1996	08/769,947			ABANDONED
UNITED STATES	10/10/2001	09/974,544	01/20/2004	6,680,792	ISSUED
UNITED STATES	11/21/2001	09/991,378			PENDING
UNITED STATES	02/19/2002	10/078,282			PENDING
UNITED STATES	04/07/1999	09/966,843			ALLOWED
UNITED STATES	01/05/2004	NOT ASSIGNED			PENDING
<u>VISIBLE SPECTRUM MODULATOR ARRAYS</u>					
UNITED STATES	11/05/1996	08/744,253	11/05/1996	5,986,796	ISSUED
UNITED STATES	08/20/1999	09/378,143			ABANDONED
<u>INTERFEROMETRIC MODULATION OF RADIATION</u>					
SOUTH KOREA	10/09/1999	2000-7011227			NAT PHASE
TAIWAN	04/07/1999	88105551			ABANDONED
TAIWAN	04/07/1999	89113021	TW165194	10/02/2002	ISSUED
UNITED STATES	04/08/1998	09/056,975	6,674,562	01/06/2004	ISSUED
WIPO	04/01/1999	US99/07271			PENDING
<u>PHOTONIC MEMS AND STRUCTURES</u>					
UNITED STATES	10/05/1999	09/413,222			PENDING
WIPO	07/10/2001	US01/41341			PENDING
UNITED STATES	11/13/2001	10/012,092	6,650,455		ISSUED
UNITED STATES	08/19/2002	10/224,029			PENDING

Gray Cary/AGT6398300.3  
683142-136695



TAIWAN	3/22/2002	91105559		PENDING
JAPAN	07/10/2001	2003-512759		PENDING
SOUTH KOREA	07/10/2002	2004-700433		PENDING

DIRECTLY LAMINATED TOUCH SENSITIVE SCREEN

UNITED STATES	06/05/2001	09/875,401		PENDING
---------------	------------	------------	--	---------

HERMETIC SEAL AND METHOD TO CREATE SAME

UNITED STATES	08/01/2001	09/921,196	6,589,625	07/08/2003	ISSUED
---------------	------------	------------	-----------	------------	--------

CONTROLLING MICRO-ELECTROMECHANICAL CAVITIES

UNITED STATES	02/12/2002	10/076,224	6,710,903	03/23/2004	ISSUED
---------------	------------	------------	-----------	------------	--------

A METHOD FOR FABRICATING A STRUCTURE FOR MICROELECTROMECHANICAL SYSTEMS (MEMS) DEVICE

UNITED STATES	02/12/2002	10/074,562		ALLOWED	←
WIPO	04/29/2002	US02/13442		PENDING	

MICROELECTROMECHANICAL SYSTEMS DEVICE AND METHOD FOR FABRICATING SAME

UNITED STATES	02/27/2002	10/084,893	6,574,033	06/03/2003	ISSUED
WIPO	04/29/2002	US02/13462			PENDING

A DEVICE HAVING A LIGHT-ABSORBING MASK AND A METHOD FOR FABRICATING SAME

UNITED STATES	07/02/2002	10/190,400	6,741,377	05/25/2004	ISSUED
WIPO	06/27/2003	US03/20433			PENDING

CONTROLLING ELECTROMECHANICAL BEHAVIOR OF STRUCTURES WITHIN A MICROELECTROMECHANICAL SYSTEMS DEVICE

UNITED STATES	09/18/2003	10/251,196		PENDING
WIPO	09/20/2002	US03/30016		PENDING
TAIWAN	09/18/2003	92125860		PENDING

A METHOD FOR MANUFACTURING AN ARRAY OF INTERFEROMETRIC MODULATORS

UNITED STATES	04/15/2003	10/414,594		PENDING
---------------	------------	------------	--	---------

THIN FILM PRECURSOR STACK FOR MEMS MANUFACTURING

UNITED STATES	06/24/2003	10/606,001		PENDING
---------------	------------	------------	--	---------

SEPARABLE MODULATOR

UNITED STATES	08/19/2003	10/644,312		PENDING
---------------	------------	------------	--	---------

AREA ARRAY MODULATION AND LEAD REDUCTION IN INTERFEROMETRIC MODULATOR ARRAYS

UNITED STATES	12/09/2003			PENDING
---------------	------------	--	--	---------

METHOD TO CHANGE TEMPORAL RESPONSE OF IMODS

Gray Cary\GT\6398300.3  
683142-136695

UNITED STATES 03/03/2004 PENDING

MOD WITH INTEGRATED SHUNT RESISTOR NETWORK

UNITED STATES 02/03/2004 PENDING

INTEGRAL MODULATOR ILLUMINATION

UNITED STATES 03/04/2004 PENDING

MEMS DEVICES WITH UNRELEASED THIN FILM COMPONENTS

UNITED STATES 11/03/2003 PENDING

**This Page is Inserted by IFW Indexing and Scanning  
Operations and is not part of the Official Record**

## **BEST AVAILABLE IMAGES**

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☐ **BLACK BORDERS**
- ☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**
- ☐ **FADED TEXT OR DRAWING**
- ☐ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**
- ☐ **SKEWED/SLANTED IMAGES**
- ☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**
- ☐ **GRAY SCALE DOCUMENTS**
- ☐ **LINES OR MARKS ON ORIGINAL DOCUMENT**
- ☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**
- ☐ **OTHER:** \_\_\_\_\_

**IMAGES ARE BEST AVAILABLE COPY.**

**As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.**